



43rd Clearwater Jazz Holiday Volunteer Waiver

Your signature below acknowledges that you agree to be a volunteer and commit to the tasks assigned by the Clearwater Jazz Holiday, scheduled for October 14, 15 & 16, 2022 in BayCare Ballpark.

I hereby waive all claims against the Clearwater Jazz Holiday Foundation Inc., City of Clearwater, The Phillis Florida Operations and Clearwater Threshers, promoters, organizers, producers, sponsors, event staff and any personnel or company affiliated with the Clearwater Jazz Holiday for injury, accidents or physical conditions I may suffer at this event. I grant full permission for organizers to use my name, likeness or voice and photographs, videotapes, or quotations from me in accounts, promotions and activities, in any medium, related to the Clearwater Jazz Holiday.

I also understand that Volunteers will not drink alcohol during his/her shift times as well as remove Volunteer shirts when done with assigned shift(s).

I certify that I am at least 21 years of age or older.

_____ Printed Name	_____ Signature
_____ Address	_____ City, State, Zip
_____ Day Phone	_____ Evening Phone
_____ Cell Phone	_____ Email Address
_____ Date	_____ Referred By
_____ T-Shirt Size	_____ Driver's License #
_____ Emergency Contact Name	_____ Emergency Contact Phone Number

***Thank you for your efforts in helping to produce the
43rd Clearwater Jazz Holiday.***



VOLUNTEER TERMS

IF YOU DO NOT CONSENT TO ALL OF THE TERMS CONTAINED HEREIN, PLEASE DO NOT VOLUNTEER.

BY ENTERING THE CLEARWATER JAZZ HOLIDAY EVENT, YOU AGREE TO THESE TERMS OF ENTRY.

ASSUMPTION OF RISK

YOU VOLUNTARILY ASSUME ALL RISKS, HAZARDS, AND DANGERS incident to attending the CLEARWATER JAZZ HOLIDAY event ("Event") including without limitation the risk of contracting a communicable disease or illness, (including exposure to a bacteria, virus, or other pathogen capable of causing a communicable disease or illness) and any other injury risks (Including death) associated with being in, at or around the Event.

AN INHERENT RISK OF EXPOSURE TO COVID-19 EXISTS IN ANY PUBLIC PLACE WHERE PEOPLE ARE PRESENT, INCLUDING THOSE WITH OR WITHOUT MASKS AND ADDITIONAL PERSONAL PROTECTIVE EQUIPMENT ("PPE") OR IMPROPERLY USING MASKS OR PPE. COVID-19 IS AN EXTREMELY CONTAGIOUS VIRUS THAT CAN LEAD TO SEVERE ILLNESS AND DEATH. ACCORDING TO THE CENTERS FOR DISEASE CONTROL AND PREVENTION, SENIOR CITIZENS AND THOSE WITH UNDERLYING MEDICAL CONDITIONS ARE ESPECIALLY VULNERABLE. BY ENTERING THE EVENT, YOU VOLUNTARILY ASSUME ALL RISKS RELATED TO EXPOSURE TO COVID-19, INCLUDING BUT NOT LIMITED TO EXPOSURE TO CARRIERS OF THE VIRUS WHO DO NOT HAVE SYMPTOMS OF COVID-19 AND/OR YOU TRANSMITTING THE COVID-19 VIRUS TO OTHERS DURING OR AFTER THE EVENT.



RELEASE, WAIVER, COVENANT NOT TO SUE, AND INDEMNIFICATION

YOU HEREBY RELEASE, WAIVE, and COVENANT NOT TO SUE any Released Parties (defined below) with respect to any and all claims, including the negligence and/or wrongful conduct of the Released Parties , that you may have or accrue against any of the Released Parties, relating to or arising from any of the risks, hazards and dangers described above, including without limitation any and all claims and damages of any kind or character that arise out of or relate in any way to (i) your exposure to COVID-19; (ii) your entry into, or presence within or around, the Event (including all risks related thereto) , or compliance with any protocols applicable to each Event; (iii) any interaction between you and any personnel of any of the Released Parties present at each Event; (iv) any act or omission on the part of any of the Released Parties in connection with monitoring or policing protocols applicable to each Event, in each case whether caused by any action, inaction or negligence of any Released Party or otherwise. TO THE EXTENT THAT YOU, OR PERSONS WHO CLAIM THAT THEY CONTRACTED COVID-19 FROM YOU, FILE A CLAIM, SUIT OR ARBITRATION AGAINST ANY OF THE RELEASED PARTIES ARISING FROM OR RELATING TO THESE TERMS OR THE EVENT, YOU HEREBY AGREE TO FULLY INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES AGAINST SUCH CLAIM, SUIT OR ARBITRATION TO THE FULLEST EXTENT PERMITTED BY LAW. IT IS ACKNOWLEDGED AND AGREED THAT THE RELEASED PARTIES ARE USING COMMERCIALY REASONABLE EFFORTS TO ENSURE AND ENFORCE COMPLIANCE WITH APPLICABLE CDC GUIDELINES AND STATE AND LOCAL LAWS FOR PROTECTION AGAINST COVID-19 ("COVID-19 BEST PRACTICES") , HOWEVER, NOTWITHSTANDING, YOU AGREE TO RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FOR ANY FAILURE OF THE RELEASED PARTIES TO ENSURE OR ENFORCE ANY COVID-19 BEST PRACTICES.

As used herein, "Released Parties" means: (i) CLEARWATER JAZZ HOLIDAY FOUNDATION, INC. and its designees, licensees, agents, owners, officers, directors, general partners, partners, members, employees, contractors (and all employees of such contractors) and other personnel; (ii) Phillis Florida LLC, The Phillis and the City of Clearwater; (iii) the direct and indirect owners, lessees and sublessees of the Event grounds (including, without limitation, parking areas) ; (iv) all third parties performing services at the Event, including but not limited to artists, concessions, security; and (v) any parents, subsidiaries, affiliated and related companies and officers, directors, owners, members, managers, partners, employers, employees, agents, contractors, sub-contractors, insurers, representatives, successors and/or assigns of each of the foregoing entities and persons, whether past, present or future and whether in their institutional or personal capacities.



EXCEPT AS EXPRESSLY PROVIDED HEREIN, ALL CLAIMS IN ANY WAY RELATING TO OR ARISING FROM MY ENTRY INTO THE EVENT SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY JAMS WITH ONE ARBITRATOR UNDER ITS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. SUCH ARBITRATION SHALL ADHERE TO JAMS' MINIMUM STANDARDS FOR ARBITRATION PROCEDURES, REMAIN CONFIDENTIAL, AND BE HELD IN PINELLAS COUNTY, FLORIDA.

IF THE FOREGOING IS INAPPLICABLE OR NOT ENFORCEABLE, ANY TORT OR TORT-RELATED CLAIM (INCLUDING BUT NOT LIMITED TO NEGLIGENCE CLAIMS AND STATUTORY CLAIMS) IN ANY WAY RELATING TO OR ARISING FROM MY ENTRY INTO THE EVENT SHALL BE LITIGATED IN A COURT OF COMPETENT JURISDICTION IN PINELLAS COUNTY, FLORIDA. EACH PARTY WAIVES THE RIGHT TO A JURY TRIAL.

EACH PARTY AGREES THAT THEY WILL RESOLVE ALL DISPUTES ON AN INDIVIDUAL BASIS. THE PARTIES WAIVE ANY RIGHT TO ASSERT ANY DISPUTE AGAINST ANY OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION, WHETHER DURING BINDING ARBITRATION, OR LITIGATION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF COMPETENT JURISDICTION CONSTRUING THIS AGREEMENT TO BE AGAINST PUBLIC POLICY AND ANY RIGHTS TO PARTICIPATE IN, AND AGREES NOT TO PARTICIPATE IN, ANY CLASS ACTION, REPRESENTATIVE ACTION, CLASS ARBITRATION, CONSOLIDATED ARBITRATION OR COURT PROCEEDING, OR ANY SIMILAR PROCEEDING, WITH RESPECT TO ALL CLAIMS HEREUNDER.

THE PREVAILING PARTY IN ANY PROCEEDING RELATING TO OR ARISING FROM MY ENTRY INTO THE EVENT SHALL BE ENTITLED TO RECOVER ITS ATTORNEYS' FEES AND COSTS, INCLUDING THE COSTS OF ARBITRATION OR LITIGATION AS THE CASE MAY BE, FROM THE OTHER PARTY TO THE FULLEST EXTENT PERMITTED BY LAW.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. BY BRINGING A MINOR CHILD TO THIS EVENT YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT EVEN IF THE RELEASED PARTIES FAIL TO USE REASONABLE CARE YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM RELEASED PARTIES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO BRING YOUR MINOR CHILD TO THIS EVENT.



If any provision of these Terms is determined to be invalid or unenforceable, such provision will be amended to the minimum extent necessary to make such provision enforceable and the remainder of these Terms will not be affected but will continue to be valid and enforceable to the fullest extent permitted by law.

You are Subject to Search

You and your belongings may be searched on entry to the event. By Volunteering, you consent to such searches and waive any related claims that may arise. If you elect not to consent to such searches or refuse to be searched, you may be denied entry to the event without refund or other compensation. Under certain facility rules, certain items may not be brought into the premises, including without limitation, alcohol, drugs, controlled substances, cameras, recording devices, laser pointers, strobe lights, irritants (e.g. artificial noisemakers) bundles and containers. Firearms, weapons, knives, tasers and other dangerous or hazardous devices or substances (collectively "weapons") are prohibited at BayCare Ballpark, unless carried by an on-duty police officer or otherwise expressly approved by The Threshers. Anyone bringing such a weapon to the premises must return it to their vehicle immediately.

IF YOU DO NOT CONSENT TO ALL THE TERMS SET FORTH ABOVE, PLEASE DO NOT VOLUNTEER OR ATTEND THE EVENT.